IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

	)	CHAPTER 11
In re:	)	
	)	
CSI ENTERPRISES, INC.,	)	Case No. 95-11642 CEM
ENERGY FUELS, LTD.,	)	Case No. 95-11645 CEM
OREN LEE BENTON,	)	Case No. 95-11648 CEM
ENERGY FUELS EXPLORATION CO.,	)	Case No. 95-11649 CEM
NUEXCO TRADING CORPORATION,	)	Case No. 95-11651 CEM
ENERGY FUELS MINING JOINT VENTURE,	)	Case No. 96-19882 CEM
	)	
Debtors.	)	(Jointly Administered
	)	under Case No. 95-11642
	)	CEM)

NOTICE PURSUANT TO RULE 202 OF MOTION FOR AUTHORIZATION TO SELL ASSETS PURSUANT TO 11 U.S.C. §363(b) and (f) TO OLB RESTRUCTURING COMPANY, LLC

TO ALL PARTIES IN INTEREST:

NOTICE IS HEREBY GIVEN that the Debtors herein have filed a Motion For Authorization to Sell Assets Pursuant to 11 U.S.C. §363(b) and (f) to OLB Restructuring Company, LLC ("Application"). A copy of the Application, with a copy of the Asset Purchase Agreement and Schedules, is attached hereto as Exhibit 1.

The Application seeks approval of a sale of a substantial portion of the Debtors assets for a purchase price of $110,000,000. The purchaser, OLB Restructuring Company, LLC ("OLBRC"), is associated with Oren L. Benton, the individual debtor in these jointly administered estates. The sale to OLBRC is conditioned on closing the sale prior to confirmation of the Modified First Amended Plan Of Reorganization For The Jointly Administered Debtors (the "Plan"). The Plan was filed by the Official Joint Creditors' Committee, as proponent, and Oren L. Benton, as co-proponent, on February 21, 1997. The Debtors' believe that the sale anticipated by the Application could be consummated without modification to the Plan.

You should have previously received a copy of the Modified First Amended Disclosure Statement (the "Disclosure Statement"). The offer which now is the subject of this Application is discussed in Section III, B on page 27-28 of the Disclosure Statement.

The Court in a Scheduling Order dated February 24, 1997, set a confirmation hearing for April 8, 1997 if there are no objections requiring an evidentiary hearing to the confirmation of the Plan. The Court has now set this Application for hearing on April 8, 1997, at the same time as the confirmation hearing.

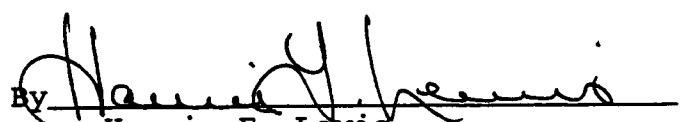
Pursuant to Rule 202 of the Local Rules of Bankruptcy Procedure, if you desire to oppose the Application, you must file a written objection and request a hearing with the Court on or before **April 7, 1997**, and serve a copy thereof on the undersigned counsel. Objections and requests for hearing shall clearly specify the grounds upon which they are based, including the citation of supporting legal authority, if any. General objections or requests for hearings will not be considered by the Court.

The Court has set a hearing on the Application, and any objections to it, for a hearing on **April 8, 1997, at 9:30 a.m.** in Courtroom C, 721 Nineteenth Street, Denver, Colorado 80202, which as stated above coincides with the confirmation hearing on the Plan.

In the absence of a timely and substantiated objection and request for hearing by an interested party, the Court may approve or grant the Application without any further notice to creditors or other interested parties.

Dated this 15th day of March, 1997.

LINDQUIST, VENNUM & CHRISTENSEN P.L.L.P.

By 
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Attorneys for Oren Lee Benton

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

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ENERGY FUELS MINING JOINT VENTURE,	)	Case No. 96-19882 CEM
	)	
Debtors.	)	(Jointly Administered
	)	under Case No. 95-11642
	)	CEM)

MOTION FOR AUTHORIZATION TO SELL ASSETS PURSUANT TO 11 U.S.C. §363(b) and (f) TO OLB RESTRUCTURING COMPANY, LLC

The Debtors, through their respective undersigned counsel, request that the Court enter an order authorizing the Debtors to sell certain assets of these jointly-administered bankruptcy estates pursuant to 11 U.S.C. §363(b) and (f) as more specifically set forth herein. In support of their Motion, the Debtors state as follows:

BACKGROUND

1. On February 23, 1995, CSI Enterprises, Inc. ("CSI"), Energy Fuels, Ltd. ("EFL"), Oren Lee Benton ("Benton"), Energy Fuels Exploration Company ("EFEX"), and NUEXCO Trading Corporation ("NUEXCO") filed their voluntary petitions under Chapter 11 of the Bankruptcy Code. On August 12, 1996, Energy Fuels Mining Joint Venture ("EFMJV"), filed its voluntary petition under Chapter 11 of the Bankruptcy Code. All of the Debtors continue to operate as Debtors-in-Possession.

2. On January 21, 1997, the Debtors received from OLB Restructuring Corporation, LLC ("OLBRC") a term sheet detailing an offer to purchase a substantial portion of the remaining assets of the jointly-administered estates for a purchase price of $110,000,000 (the "OLBRC Term Sheet"). The Debtors forwarded a copy of the OLBRC Term Sheet to the Official Creditors' Committee of CSI Enterprises, Inc. and jointly-administered

Debtors (the "Creditors' Committee") upon its receipt by the Debtors.

3. On February 21, 1997, the Creditors Committee, as proponent, and Oren L. Benton ("Benton"), as co-proponent, filed their Modified First Amended Disclosure Statement for Modified First Plan of Reorganization for jointly-administered Debtors (the "Disclosure Statement") concluding the disclosure statement approval process which commenced with the initial filing of a disclosure statement on September 23, 1996. The Modified First Amended Plan of Reorganization for the jointly-administered Debtors, dated February 21, 1997 (the "Plan"), anticipates the transfer of all the assets of the Debtors' estates to a liquidating trustee upon confirmation of the Plan. The Plan further contemplates the sale of all assets on an individual basis over the course of the following year.

4. On February 24, 1997, the Court entered an order establishing certain procedural dates, including setting a confirmation hearing on April 8, 1997 if there are no objections requiring an evidentiary hearing to confirmation of the Plan. In the event that objections to the confirmation of the Plan are timely filed which cannot be resolved by the Court on April 8 without the presentation of evidence, a further confirmation hearing is tentatively scheduled for May 1, 1997.

5. The Disclosure Statement filed by the Creditors' Committee and the Debtors stated that the Debtors had received the OLBRC Term Sheet and that the offer had been provided to the Creditors' Committee. The Creditors' Committee's stated position in the Disclosure Statement was that upon funding of the offer, the Creditors' Committee would further consider the proposal.

6. After receipt of the OLBRC Term Sheet, OLBRC advised the Debtors and the Creditors's Committee that the investment banking firm of Durham Capital Corporation ("Durham Capital") was providing at least 85% of the necessary funding for the OLBRC purchase. Subsequently, the Debtors and the Creditors' Committee met with Durham Capital to discuss the financing of the proposed offer. On February 24, 1997 Durham Capital advised the Debtors and Creditors' Committee by letter that it had assembled the preliminary financing proposals for $104 million of the $110 million proposed purchase price. Durham Capital also advised the Debtors' estates that OLBRC had tentative arrangements for the balance of $6 million which it found reasonable.

7. On March 10, 1997 the Debtors received an Asset Purchase Agreement from OLBRC (the "OLBRC Purchase Agreement"), a copy of which is attached as Exhibit A. Further negotiation on

the OLBRC Purchase Agreement were conducted between counsel for the Debtors' Estates and OLBRC and the OLBRC Purchase Agreement was executed by the parties on March 15, 1997.

8. The Debtors have concluded that the necessary financing for the OLBRC Purchase Agreement is substantially in place and that the OLBRC Purchase Agreement is a significant and viable offer for the assets proposed to be purchased and must be presented to the Court for consideration. Further, the Debtors believe that the OLBRC Purchase Agreement can be consummated without the need to amend or modify the Plan now pending before the Court. Debtors, under written instructions, have consulted with Donald Peterson, Chief Operating Officer appointed by Court order dated March 29, 1995, with the consent of the Creditors' Committee. Under a written agreement with Oren L. Benton, communications regarding the offer have been reviewed with Don Peterson without communication with Oren L. Benton. It is Mr. Peterson's conclusion and direction to counsel that the offer is a viable opportunity for the estates.

9. The Debtors have requested to meet with the Creditors' Committee or its counsel to discuss the OLBRC Purchase Agreement. The Creditors' Committee and its counsel have declined to meet or comment on the OLBRC Purchase Agreement and have advised counsel for the Debtors that the Creditors' Committee will not consider offers to purchase assets from these estates until after confirmation.

10. OLBRC has advised the Debtors that for its valid business reasons, generally discussed below, its offer is subject to closing prior to confirmation and the transfer of the assets to the liquidating trustee under the Plan.

TERMS OF THE OLBRC PURCHASE AGREEMENT

11. The essential terms of the OLBRC Purchase Agreement are as follows:

a) Purchased Assets. The OLBRC Purchase Agreement proposes to purchase property owned by the Debtors as specifically set forth in Schedule A of the OLBRC Purchase Agreement and to exclude those assets of the Debtors set forth on Exhibit B. The principal assets to be purchased by OLBRC are as follows:

(i) All ownership interests in Ramtron International Corporation;

(ii) All ownership interests in Rio Narcea Gold Mines, Ltd., including the estates' interests in the shareholder agreements between Sart Securities Limited and Hullas del Coto, S.A.;

(iii) All ownership interests in the Colorado Rockies; and

(iv) All other tangible and intangible assets of the Debtors including all rights of the Debtors to initiate avoidance actions under Sections 544-550 of the Bankruptcy Code; and other direct and indirect ownership interests in the entities set forth on Exhibit B, including Carpenters Pacific Resources, Ltd., Packaging Research Corporation, and Phoenix Network, Inc.

b) Excluded Assets. The excluded assets left in the Estates generally consist of all assets previously sold in these estates, Professional Bank, uranium and uranium contracts and cash.

c) Purchase Price. The purchase price for the assets is $110,000,000. The OLBRC Purchase Agreement does not require allocation of the purchase price among the purchased assets.

d) Closing. The OLBRC Purchase Agreement requires, subject to mutual agreement on extension, the Debtors to have obtained on or before May 15, 1997, an order of the Bankruptcy Court approving the sale in accordance with the terms of OLBRC Purchase Agreement. The closing shall occur as soon as reasonably practical after the entry of an order of the Bankruptcy Court approving the OLBRC Purchase Agreement, and in no event later than June 30, 1997.

e) Permitted Encumbrances. The purchased assets shall be transferred free and clear of all liens, charges, royalty interests, encumbrances, security interests and claims of any nature or kind and free and clear of any and all acquisition rights of third parties except for the following permitted encumbrances which are set forth on Exhibit C to the OLBRC Purchase Agreement:

(i) All encumbrances of any type whatsoever currently existing and related to the Colorado Rockies Baseball Club, Limited and related to entities, the National League of Professional Baseball Clubs, and the major league agreement between the American League of Baseball and the National League of Professional Baseball Clubs.

(ii) The Sart Voting Agreement and the HCC Shareholder Agreement related to Rio Narcea Gold Mines, Ltd.

(iii) The escrow agreement with the Toronto Stock Exchange involving Rio Narcea Gold Mines, Ltd.

(iv) Any rights of any party pursuant to a settlement agreement between the parties thereto as filed with the disclosure statement, as amended, to participation in any proceeds of sale of an asset within the purchased assets.

BUSINESS REASONS FOR THE PROPOSED TRANSACTION

12. The Plan now pending before the Court proposes the transfer of all the Debtors' assets to a liquidating trustee in anticipation of the subsequent sale of the assets and distribution of the sale proceeds to the creditors of these Debtors' estates. Selling the assets pursuant to the OLBRC Purchase Agreement would provide a means for the more efficient and economical liquidation of these substantial assets to the benefit of the creditors of the estates. It is estimated that the sale under the terms of the OLBRC Purchase Agreement would eliminate approximately $20-25 million in costs and fees associated with operation and the sale of the same assets by the liquidating trustee under the Plan, as set forth in Exhibit 8 in the Disclosure Statement. Further, the sale of the assets pursuant to the OLBRC Purchase Agreement would not require an amendment or modification of the Plan now pending before the Court. Consummation of a sale of the assets pursuant to the OLBRC Purchase Agreement will only accelerate the timing of liquidation of the assets by expediting the sales process by an estimated six to eighteen months. The availability of cash immediately will save the Debtors' Estates substantial interest

expense in addition to the estimated savings in costs and expenses.

13. Based on the past evaluations of the subject assets by Houlihan Lokey Howard & Zukin and The Blackstone Group L.P., and the liquidation analysis prepared by Price Waterhouse L.L.P. for the Disclosure Statement, and on current market prices for the publicly traded companies - Ramtron and Rio Narcea, the OLBRC Purchase Agreement purchase price of $110,000,000 represents a fair market value for Debtors' ownership interests in the assets to be purchased.

14. The purchaser, OLBRC, has advised the Debtors that it has strong business reasons for requiring a closing of the sale prior to confirmation. In general, the Debtors understand 1) the desire to have clean title transfer by order of the Bankruptcy Court pursuant to Section 363(b) and (f), 2) that tax attributes inherent in many of the assets will be affected, in some cases extremely adversely, upon transfer of the assets to the liquidating trustee but can be preserved, in whole or in part, through the purchase of such assets by OLBRC or persons acting with OLBRC, without any significant detrimental effect to the Estates, 3) important and valuable rights under voting agreements associated with the Rio Narcea shares will not be preserved if the shares in Rio Narcea are transferred to the liquidating trustee which would dissipate Benton's voting control of Rio Narcea, and 4) the transfer of Benton's interests in Rio Narcea and the Colorado Rockies to an entity controlled by Oren L. Benton will not cause the interests to be subject to existing rights of first refusal by third parties. Such rights of first refusal could significantly affect the sale of these interests by the liquidating trustee.

15. The Debtors believe that a sale pursuant to the OLBRC Purchase Agreement will cause the Debtors' estates to realize greater value in a shorter period of time for the assets sold while incurring substantially less professional fees and other liquidation costs.

16. A sale pursuant to the OLBRC Purchase Agreement will benefit the estates and their creditors by permitting the estates to be administered and closed in a much shorter time than could be achieved by the liquidating trustee selling the assets individually after confirmation. After the sale to OLBRC, the estates' remaining assets would be comprised primarily of proceeds from the sale of Energy Fuels and Professional Bank. The liquidation of these assets could be accomplished by the end of 1997. The Debtors believe that the uranium exceeding $125 million is readily marketable through existing marketing channels

not requiring additional marketing costs of the liquidating trustee. The Debtors further believe that distribution of uranium-in-kind to the major uranium creditors at essentially market value should eliminate the need for substantial marketing costs or substantial value discounts.

17. A sale to OLBRC will cause the liquidating trust under the Plan to be essentially liquid holding the residual cash resulting from prior sales of assets of over $60 million, $110 million cash from the sale to OLBRC, over $125 million of easily marketable uranium inventory and contracts, $23 million of cash anticipated on closing of the sale of the assets of Energy Fuels, $15-20 million from the Professional Bank stock presently listed for sale with a professional firm specializing in the sale of banks and other substantial asset values of as much as $50 million distributable to creditors-in-kind under the Settlement Agreements. A sale to OLBRC of the large number of entities as disclosed in Exhibit A, albeit of minimal value, will avoid the necessity of the Debtors incurring substantial expenses in closing out the Debtor Estates. Therefore, a sale under the terms set forth in the OLBRC Purchase Agreement is in the best interests of the Estates, their creditors, and parties in interest.

WHEREFORE, the Debtors respectfully request that the Court enter an order approving a sale to OLBRC and authorizing the Debtors' to consummate the sale pursuant to the terms and conditions set forth in the OLBRC Purchase Agreement.

Dated this 15th day of March 1997.

Respectfully Submitted,

LINDQUIST, VENNUM & CHRISTENSEN P.L.L.P.

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ASSET PURCHASE AGREEMENT

BETWEEN

CSI ENTERPRISES, INC., DEBTOR-IN-POSSESSION

ENERGY FUELS, LTD., DEBTOR-IN-POSSESSION

OREN L. BENTON, DEBTOR-IN-POSSESSION

ENERGY FUELS EXPLORATION COMPANY,
DEBTOR-IN-POSSESSION

NUEXCO TRADING CORPORATION, DEBTOR-IN-POSSESSION

ENERGY FUELS MINING JOINT VENTURE,
DEBTOR-IN-POSSESSION

as Vendors

and

OLB RESTRUCTURING COMPANY, LLC

as Purchaser

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of the _____ day of March 1997,

BETWEEN:

CSI ENTERPRISES, INC., Debtor-in-Possession, a corporation incorporated under the laws of the State of Colorado, with offices at 1515 Arapahoe Street, Suite 900, Denver, Colorado 80202 (hereinafter called "CSI" or a "Vendor").

ENERGY FUELS, LTD., Debtor-in-Possession, a limited partnership organized under the laws of the State of Colorado, with offices at 1515 Arapahoe Street, Suite 900, Denver, Colorado 80202 (hereinafter called "EFL" or a "Vendor").

OREN L. BENTON, Debtor-in-Possession, an individual residing at 1450 Wynkoop Street, #6B, Denver, Colorado 80202 (hereinafter called "Benton" or a "Vendor").

ENERGY FUELS EXPLORATION COMPANY, Debtor-in-Possession, a corporation incorporated under the laws of the State of Colorado, with offices at 1515 Arapahoe Street, Suite 900, Denver, Colorado 80202 (hereinafter called "EFEX" or a "Vendor").

NUEXCO TRADING CORPORATION, Debtor-in-Possession, a corporation incorporated under the laws of the State of Colorado, with offices at 1515 Arapahoe Street, Suite 900, Denver, Colorado 80202 (hereinafter called "NTC" or a "Vendor").

ENERGY FUELS MINING JOINT VENTURE, Debtor-in-Possession, a joint venture among First Concord Mining Corporation, EF Uranium Group, Inc., and JRA Enterprises, Ltd., effective as of January 1, 1991, with offices at 1515 Arapahoe Street, Suite 900, Denver, Colorado 80202 (hereinafter called "EFMJV" or a "Vendor" and together with CSI, EFL, Benton, EFEX and NTC, collectively the "Vendors").

AND:

OLB RESTRUCTURING COMPANY, LLC, a limited liability company under the laws of the State of Colorado with offices at 1701 Wynkoop Street, Suite 250, Denver, Colorado 80202 (hereinafter called the "Purchaser").

WHEREAS:

A. The Vendors own, lease or have an interest in, either directly or indirectly, certain assets more fully described in Schedule "A", attached hereto.

B. Each Vendor filed a petition for relief under Chapter 11 of the United States Bankruptcy Code on February 23, 1995, and in the case of EFMJV, on August 12, 1996, in the United States Bankruptcy Court for the District of Colorado, and each currently remains in possession of its assets as a Debtor-in-Possession; and

C. The Vendors wish to sell, and the Purchaser or its nominee or nominees wish to purchase, such assets from the Vendors on the terms and conditions set out below.

NOW THEREFORE, in consideration of the premises and the covenants and agreements of the respective parties as hereinafter set forth, the parties covenant and agree as follows:

SECTION 1 - DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** In this Agreement, including the recitals hereof and the schedules attached hereto, the following words and expressions have the following meanings:

(a) **"Affiliate"** has the meaning set out in Section 101(2) of the Bankruptcy Code;

(b) **"Agreement"** means this document, including the recitals hereto and all schedules referred to herein and attached hereto, all as may be amended from time to time by a signed agreement in writing between the Vendors and the Purchaser;

(c) **"Bankruptcy Code"** means Title 11 of the United States Code, 11 U.S.C. S101, et seq., as it may be amended from time to time during the Jointly Administered Bankruptcy Cases;

(d) **"Bankruptcy Court"** means the United States Bankruptcy Court for the District of Colorado and any other court of competent jurisdiction;

(e) **"Books and Records"** means all books, records, files, documents and other written information relating to the Purchased Assets which are situated at any of the offices of the Vendors.

(f) **"Business Day"** means any day other than a Saturday,

Sunday or any statutory holiday in the State of Colorado;

(g) **"Claim"** means any:

(i) right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or

(ii) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured;

(h) **"Closing"** means the completion of the sale of the Purchased Assets to the Purchaser or its nominee or nominees pursuant to paragraph 8.2;

(i) **"Closing Date"** means the date specified in paragraph 8.1 as the date for completion of the Closing;

(j) **"Contracts"** means all those licenses, leases, franchises, contracts, agreements, engagements or commitments, whether written or oral, relating to the Purchased Assets to which any of the Vendors is a party.

(k) **"Encumbrances"** means and includes, whether or not registered or recorded, any and all:

(i) mortgages, assignments of rent, liens, licenses, leases, charges, security interests, hypothecations and pledges, whether fixed or floating, against property (whether real, personal, mixed, tangible or intangible), or conditional sales contracts or title retention agreements or equipment trusts or financing leases relating thereto, or any subordination to any right or claim of others in respect thereof;

(ii) any option or other right to acquire, or acquire any interest in, any property;

(iii) other liens, charges or encumbrances of whatsoever nature and kind against property (whether real, personal, mixed, tangible or intangible); and

(iv) any other "interest" as such term is used in Section 363(f) of the Bankruptcy Code.

(l) **"Excluded Assets"** means those items described in Schedule "B" attached hereto.

(m) **"Information Materials"** means all the drawings, plans, reports, records, agreements and other documents and materials relating to the Purchased Assets owned by the Vendors or otherwise situated at any of the offices of the Vendors at the date hereof, together with such additional similar documents and materials as may be added thereto before the Closing Date;

(n) **"Internal Revenue Service"** means the United States Department of the Treasury, Internal Revenue Service;

(o) **"Jointly Administered Bankruptcy Cases"** means the jointly administered bankruptcy proceedings of CSI, EFL, Benton, EFEX, NTC, and EFMJV;

(p) **"Other Assets"** means all of the Vendors' right, title and interest in and to all other assets, not otherwise specifically mentioned or defined in this Agreement but excluding the Excluded Assets;

(q) **"Permitted Encumbrances"** means the terms and provisions of the Contracts and those agreements described in Schedule "C".

(r) **"Person"** means an individual, a corporation, a partnership, a limited liability company, a trust, an unincorporated organization or a federal, state or local government agency or instrumentality;

(s) **"Purchase Price"** means the amount payable by the Purchaser to the Vendors for the Purchased Assets, as set forth in paragraph 3.1;

(t) **"Purchased Assets"** means all of the right, title, and interest of Vendors in and to the assets set forth on Schedule "A", attached hereto, plus the Other Assets, but does not include any of the Excluded Assets.

(u) **"Tax or Taxes"** means all taxes, charges, fees, levies, or other assessments including, without limitation, all federal, state, local or foreign income, gross income, gross receipts, sales, use ad valorem, transfer, franchise, profits, license, withholding, payroll, employment, social security, unemployment, excise, estimated, severance, stamp, occupation, property (real or personal), production, windfall profits, premium,

environmental (including taxes under Section 59A of the Internal Revenue Code), capital stock, disability, registration, alternative or added-on minimum, or other taxes, customs duties, fees, assessments or charges of any kind whatsoever including, without limitation, all interest and penalties thereon, and additions to tax or additional amounts, whether disputed or not, imposed by any taxing authority, domestic or foreign.

1.2 **Number and Gender.** All words contained in this Agreement shall be read as the singular or the plural and as the masculine, feminine or neuter gender, as may be applicable in the particular context and as shall result in the particular clause being given the most reasonable interpretation.

1.3 **References within Agreement.** The words "herein", "hereby", "hereunder", "hereof", "hereto", and words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or clause of this Agreement. References to sections, paragraphs or clauses refer to the sections, paragraphs and clauses of this Agreement unless otherwise stated.

1.4 **Meaning of "to the Best Knowledge of the Vendors."** In this Agreement, the phrase "to the best knowledge of the Vendors" means the actual knowledge at any time of each Vendor, severally and not jointly, with respect to its assets, and as determined by the actual knowledge at any time of any current officers, directors or employees of such Vendor, and then only with respect to matters occurring or arising in the Jointly Administered Bankruptcy Cases. Any representation to the best knowledge of the Vendors shall be made by the Vendors solely and shall not be deemed to have been made by any officers, directors or employees in their individual capacity.

1.5 **Currency.** All sums of money expressed in this Agreement are expressed in legal tender of the United States of America.

1.6 **Headings and Captions.** The headings and captions of sections and paragraphs contained in this Agreement are all inserted for convenience of reference only and are not to be considered when interpreting this Agreement.

1.7 **Applicable Law.** Except as otherwise provided herein, and subject to the applicable provisions of the Bankruptcy Code, this Agreement shall be governed by and construed in accordance with the laws applicable to contracts made and to be performed entirely within the State of Colorado. Subject to paragraph 10.3, each party hereby submits to the jurisdiction of courts of competent jurisdiction in the State of Colorado.

1.8 **Entire Agreement.** This Agreement contains the whole agreement between the parties in respect of the subject matters hereof, and there are no warranties, representations, terms, conditions or collateral agreements, express, implied or statutory, other than as expressly set forth in this Agreement. This Agreement supersedes all previous invitations, proposals, letters, correspondence, negotiations, promises, agreements, covenants, conditions, representations, warranties and understandings, whether oral or written, between the parties hereto.

1.9 **Schedules.** The following schedules are attached hereto and form part of this Agreement:

Schedule	Description
A	Purchased Assets
B	Excluded Assets
C	Permitted Encumbrances

SECTION 2 - PURCHASE AND SALE

2.1 **Purchased Assets.** The Vendors hereby agree to sell or cause to be sold to the Purchaser or to its nominee or nominees, and the Purchaser hereby agrees to purchase and take title to the Purchased Assets, free and clear of any and all Encumbrances, except for the Permitted Encumbrances, at the Closing, upon and subject to the terms and conditions herein contained.

2.2 **Excluded Assets.** The parties acknowledge and agree that:

(a) the sale and purchase provided for in this Agreement is restricted to the Purchased Assets; and

(b) for greater certainty, the Purchaser is not acquiring any of the Excluded Assets.

2.3 **Risk of Loss and Damage Prior to Closing.** Risk of loss of the Purchased Assets shall pass to the Purchaser at Closing, and the Vendors shall bear all risk of loss or damage to the Purchased Assets until Closing and the Purchaser shall bear all risk of loss after Closing.

SECTION 3 - PURCHASE PRICE AND PAYMENT

3.1 **Purchase Price.** The Purchase Price for the Purchased Assets shall be an amount equal to One Hundred Ten Million and 00/100 Dollars ($110,000,000.00).

3.2 **Payment of Purchase Price.** The Purchaser shall pay the Purchase Price to the Vendors or to third parties as may be ordered or directed by the Bankruptcy Court at Closing, in immediately available funds payable to or to the direction or order of the Vendors or such third parties. Vendors shall provide such instructions and any necessary wire transfer information to Purchaser not less than two Business Days prior to Closing.

3.3 **No Allocation of Purchase Price.** The Purchaser and Vendors will not be required to allocate the Purchase Price among the Purchased Assets. The Vendors shall allocate the Purchase Price among themselves, in order to give Purchaser the required closing instructions pursuant to paragraph 3.2.

SECTION 4 - REPRESENTATIONS AND WARRANTIES OF THE VENDORS

4.1 **Disclaimer.** THERE ARE NO WARRANTIES, REPRESENTATIONS OR COVENANTS EXPRESSED OR IMPLIED BETWEEN THE PARTIES EXCEPT THE MATTERS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT AND THE DOCUMENTS, CONVEYANCES AND INSTRUMENTS TO BE DELIVERED BY THE PARTIES AT AND AFTER CLOSING. THE PARTIES RESPECTIVELY DISCLAIM ANY OTHER WARRANTIES OR REPRESENTATIONS INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AND REPRESENTATIONS IMPLIED UNDER ANY STATUTE OR LAW.

4.2 **Information.** Prior to the execution of this Agreement, the Purchaser has been afforded the opportunity to inspect the Purchased Assets and to examine the Books and Records of the Vendors, and has been afforded access to all Information Materials in the Vendors' possession with respect to the Purchased Assets. THE PURCHASER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE VENDORS AND THEIR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS HAVE MADE NO, AND VENDORS HEREBY EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, OR AS TO ANY OTHER INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL), FURNISHED TO THE PURCHASER BY OR ON BEHALF OF THE VENDORS.

4.3 **Further Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE VENDORS EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION AS TO THE CONDITION OF ANY REAL PROPERTY, PERSONAL PROPERTY, AND OTHER ASSETS, COMPRISING ANY PART OF THE PURCHASED ASSETS, INCLUDING (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY ON CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY RIGHTS OF THE PURCHASER UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND (v) ANY CLAIM BY THE PURCHASER FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY THE PURCHASER THAT, EXCEPT AS EXPRESSLY PROVIDED IN

THIS AGREEMENT, THE REAL PROPERTY, PERSONAL PROPERTY, AND OTHER ASSETS ARE TO BE ACCEPTED AS IS, WHERE IS, WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND THAT THE PURCHASER HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS THE PURCHASER DEEMS APPROPRIATE.

4.4 **Representations and Warranties.** To the best knowledge of the Vendors, the Vendors each individually represent, warrant and covenant to the Purchaser, solely as to their respective Purchased Assets, as follows and acknowledge that the Purchaser is relying upon the following representations, warranties and covenants in connection with its purchase of the Purchased Assets:

4.4.1 Organization Status and Authority. Subject to Bankruptcy Court approval:

(a) **Status of CSI, EFEX and NTC:** Each of CSI, EFEX and NTC is a duly incorporated and validly existing corporation in good standing under the laws of the State of Colorado, and has the corporate power and capacity to own the Purchased Assets owned by it and to carry out the transactions contemplated by this Agreement.

(b) **Status of EFL:** EFL is a duly formed and validly existing limited partnership in good standing under the laws of the State of Colorado, and has the power and capacity to own the Purchased Assets owned by it and to carry out the transactions contemplated by this Agreement.

(c) **Status of EFMJV:** EFMJV is a duly formed and validly existing joint venture under the laws of the State of Colorado, and has the power and capacity to own the Purchased Assets owned by it, to carry out the transactions contemplated by this Agreement.

(d) **Status of Benton:** Benton is the owner of the Purchased Assets owned by him and is under no disability or impairment of any kind or nature.

(e) **Due Authorization:** Subject to Bankruptcy Court approval, the execution and delivery of this Agreement and the completion of the transactions contemplated hereby have been duly authorized by all necessary corporate, partnership or joint venture action (as the case may be) on the part of each of the Vendors, and this Agreement has been duly executed and delivered by each of the Vendors and constitutes a legal, valid and binding obligation of each of the Vendors enforceable in accordance with its terms.

4.4.2 No Brokers. The Vendors have not incurred any liability and will incur no liability, contingent or otherwise, for broker's or finder's fees in connection with this transaction for which the Purchaser shall have any responsibility whatsoever.

4.4.3 Third Party Approvals. Except for approval of the Bankruptcy Court and consents of counterparties to the Contracts, there are no approvals or consents or any other action of any governmental or regulatory body or other third parties that may be required by any of the Vendors in connection with the execution, delivery or performance by any of the Vendors of this Agreement or the transactions contemplated in this Agreement.

4.4.4 Accuracy of Schedules. All of the Schedules to this Agreement are complete and accurate.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

5.1 **Representations and Warranties of the Purchaser.** The Purchaser represents, warrants and covenants to the Vendors as follows and acknowledges that the Vendors are relying upon the following representations, warranties and covenants in connection with the sale of the Purchased Assets:

(a) **Status of Purchaser:** The Purchaser is a duly and validly existing limited liability company organized under the laws of the State of Colorado and has the requisite power and capacity to carry out the transactions contemplated by this Agreement.

(b) **Due Authorization:** The execution and delivery of this Agreement and the completion of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Purchaser, and this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser enforceable in accordance with its terms.

(c) **Non-Contravention:** Neither the execution, delivery and performance of this Agreement nor the completion of the transactions contemplated hereby will conflict with or result in a breach of or default under any agreement or other instrument or obligation to which the Purchaser is a party or by which the Purchaser is bound.

(d) **Litigation:** There are no actions, suits, judgments, litigations, investigations, proceedings, consent decrees or settlement agreements outstanding, pending or threatened against or affecting the Purchaser which would

prevent the Purchaser from entering into this Agreement and completing the transactions contemplated hereby.

(e) **Financial Capability:** The Purchaser has or has access to sufficient funds in order to close the transactions contemplated by this Agreement.

(f) **No Brokers:** The Purchaser has incurred no liability and will incur no liability, contingent or otherwise, for broker's or finder's fees in connection with the transactions contemplated by this Agreement for which the Vendors shall have any responsibility whatsoever.

(g) **Investment Experience of Purchaser:** The Purchaser's principals and their advisors have experience in these types of transactions and as a result the Purchaser is fully capable of evaluating the transactions contemplated by this Agreement. All shares of stock to be acquired by Purchaser pursuant to this Agreement will be acquired for Purchaser's own account and not with a view to, or intention of, distribution thereof in violation of any applicable securities laws, and no such shares of stock will be disposed of by Purchaser in contravention of applicable securities laws.

(h) **HSR Act:** To Purchaser's best knowledge, there is no requirement for any filing with respect to this Agreement under the Hart Scott Rodino Antitrust Improvements Act of 1976, as amended, or the regulations promulgated thereunder.

SECTION 6 - COVENANTS

6.1 **Operations Until Closing.** Except as otherwise provided in this Agreement or as otherwise agreed in writing by the Purchaser, the Vendors will, from the date of this Agreement to Closing:

(a) **Access:** provide to the Purchaser, its employees, representatives and agents access during normal business hours to the facilities, properties and all books, accounts, data and records relating to the Purchased Assets, including electronically stored data and records, and all, or true copies of all title documents, contracts, agreements, mortgages, instruments, leases and other documents relating to the Purchased Assets as the Purchaser from time to time reasonably requests.

(b) **Cooperation/Pre-Closing Activities:** To facilitate

Closing as soon as possible, the Vendors shall have commenced pre-closing activities immediately upon the execution of this Agreement, which pre-closing activities include, without limitation: (i) making all reasonable efforts to seek and obtain all consents and approvals necessary for the assignment of the Vendors' interests in the Contracts, and (ii) providing Purchaser with access to the Vendors' facilities and personnel, as reasonably requested by Purchaser to aid it in connection with the pre-closing activities.

6.2 **Agreements Requiring Consent.**

(a) Except as provided in paragraph 6.3, where the consent of, or a turnover of property by, a third Person is required to permit the transfer or assignment to the Purchaser of any of the Vendors' interest in any Contracts or other Purchased Assets, the assignment of those Contracts and rights in respect of which the required consent or turnover has not been received on or before the Closing Date will not be effective in each case until the applicable consent or turnover has been received or the Bankruptcy Court enters an Order authorizing the Vendors to assume such Contract and assign it to the Purchaser or requiring turnover, as the case may be; and, in the absence of such consent, turnover, or Bankruptcy Court Order, such Contract or right will be held by the Vendors for a period of up to ninety (90) days following the Closing in trust for the benefit and exclusive use of the Purchaser. The Vendors shall continue to use all reasonable efforts to obtain the required consents during such 90-day period. The Vendors shall only make use of such Contracts and rights in accordance with the directions of the Purchaser that do not conflict with the terms of such Contracts.

(b) To the extent any Contract or right remains in trust pursuant to subparagraph (a) at the end of such 90-day period, it will then be automatically excluded from the Purchased Assets (unless otherwise agreed by the parties), and the value thereof shall be forthwith returned to Purchaser. Except in the case of shares of Ramtron International Corporation, such value shall be subject to Bankruptcy Court approval, which either party shall be free to pursue in the absence of agreement. In the case of Ramtron shares, such value per share shall be determined by calculating the shares' average closing stock exchange price for the twenty (20) Business Days preceding the Closing Date, and multiplying such average by a factor of 0.75, i.e., seventy-five percent (75%).

6.3 **Purchaser's Covenants.** The Purchaser will, prior to and on the Closing Date, use all reasonable efforts to obtain all consents in form and substance reasonably satisfactory to the Purchaser. On or before April 15, 1997, Purchaser shall designate to Vendors in writing the Contracts (which for these purposes shall include unexpired leases) that it believes to be executory and desires to have assumed and assigned at Closing pursuant to Section 365 of the Bankruptcy Code. To the extent Vendors reasonably believe such Contracts to be assignable pursuant to Section 365, they shall promptly file for and diligently pursue Bankruptcy Court approval as requested by Purchaser; provided, however, that no Vendor shall be obligated to expend more than $10,000 in the aggregate for the purpose of curing defaults under such Contracts. Purchaser shall provide adequate assurance of future performance of any executory Contract to be assumed and assigned to Purchaser. Purchaser shall also be solely responsible for obtaining any and all necessary consents of any partners to the partnership agreements included in the Purchased Assets.

6.4 **Required Bankruptcy Notice Procedures.** The Vendors shall provide notice of the Motion to approve this Agreement and sell the Purchased Assets pursuant to Section 363 as follows:

(i) the notice shall be mailed, no less than thirty (30) days prior to a Bankruptcy Court hearing to approve the sale or otherwise implement this Agreement, to the limited service list, and to all known creditors and other Persons asserting a Claim against the Vendors in the Jointly Administered Bankruptcy Cases;

(ii) the notice shall describe, in reasonable detail, the proposed sale of the Purchased Assets to the Purchaser;

(iii) the notice shall also be served upon all local, state and federal taxing authorities as reasonably designated by Purchaser, including those local, state and federal taxing authorities in Colorado and Washington D.C.; and

(iv) at Purchaser's election and at Purchaser's sole cost and expense, the sale of the Purchased Assets to Purchaser shall be noticed by publication to provide reasonable notice to all known or unknown creditors of the Vendors of the transactions contemplated herein (in a form reasonably acceptable to the Purchaser).

SECTION 7 - CONDITIONS OF CLOSING

7.1 **Conditions of the Purchaser:** The obligation of the Purchaser to complete the purchase of the Purchased Assets contemplated by this Agreement is subject to the fulfillment of the following conditions:

(a) **Representations and Warranties:** The representations and warranties of the Vendors contained in this Agreement shall, except as contemplated in this Agreement, be true and correct on and as of the Closing in all material respects with the same effect as though such representations and warranties had been made as of the Closing;

(b) **Covenants:** All of the covenants and agreements of the Vendors to be performed on or before the Closing pursuant to this Agreement shall have been duly performed in all material respects;

(c) **Access to Books and Records:** The Purchaser shall have received unrestricted access to the Books and Records of each of the Vendors, and all requested information relating to the Purchased Assets, commencing on the date hereof;

(d) **No Material Adverse Change:** There shall have been no material adverse change in the Purchased Assets as an entirety, from and after the date of this Agreement and prior to Closing (with the exception of changes in price for the publicly traded stocks included in the Purchased Assets, or changes arising as a result of the transactions contemplated by this Agreement);

(e) **Transfer of Title:** Title to the Purchased Assets having been transferred to the Purchaser or its nominee or nominees as contemplated herein; and

(f) **IRS Settlement:** The Bankruptcy Court shall have entered an Order, in form and substance satisfactory to Purchaser, approving the settlement of the Claims of the IRS in the Benton Estate.

The foregoing conditions set forth in this Section 7.1 are inserted for the exclusive benefit of the Purchaser and may be waived in whole or in part by the Purchaser at any time.

7.2 **Conditions of the Vendors.** The obligation of the Vendors to complete the sale of the Purchased Assets contemplated by this Agreement is subject to the fulfillment of each of the following conditions:

(a) **Representations and Warranties:** The representations and warranties of the Purchaser contained in this Agreement shall, except as contemplated herein, be true on and as of Closing in all material respects with the same effect as though such representations and warranties had been made as of Closing; and

(b) **Covenants:** All of the covenants and agreements of the Purchaser to be performed on or before Closing pursuant to this Agreement shall have been duly performed in all material respects.

The foregoing conditions set forth in this Section 7.2 are inserted for the exclusive benefit of the Vendors and may be waived in whole or in part by the Vendors at any time.

7.3 **Mutual Conditions.** The obligation of the Vendors to complete the sale of the Purchased Assets as contemplated by this Agreement and of the Purchaser to complete the purchase of the Purchased Assets as contemplated by this Agreement are subject to fulfillment of the following conditions:

(a) Absence of Prohibitions. No state, federal, or foreign statute, rule, regulation, or action shall exist or have been adopted or taken, and no judicial or administrative decision shall have been entered, that would prohibit, restrict, or unreasonably delay the consummation of the transactions contemplated by this Agreement, or make illegal the payments due under this Agreement.

(b) Bankruptcy Court Order. The Vendors will have obtained on or before May 15, 1997, an Order from the Bankruptcy Court which approves and implements the sale of the Purchased Assets to the Purchaser pursuant to Section 363 of the Bankruptcy Code. Such Order shall be in a form reasonably approved by the parties and their counsel. The Order shall include:

(i) the Court's approval of the sale of the Purchased Assets to the Purchaser upon the terms and conditions set forth herein; and

(ii) findings and conclusions that:

- the Vendors are authorized to proceed with the sale of the Purchased Assets upon the terms

and conditions set forth herein pursuant to S363(b) and (f) of the Bankruptcy Code;

- any objections timely filed with respect to the sale of the Purchased Assets shall be overruled or the interest of such objectors have been satisfied or adequately provided for by the Court or the Vendors;

- the Purchase Price as set forth herein represents a fair value of the Purchased Assets;

- the sale of the Purchased Assets on the terms contemplated herein is in the best interest of the estates of the Vendors;

- the Vendors and the Purchaser have acted and negotiated this transaction in good faith as set forth in S363(m) of the Bankruptcy Code;

- the Court shall retain jurisdiction for the purposes of enforcing the provisions of the Order; and

- the sale to the Purchaser of the Purchased Assets by the estates of the Vendors shall be made, pursuant to S363(f), free and clear of any and all Claims and Encumbrances, except for the Permitted Encumbrances.

(c) No Stay. No appeal or motion for rehearing or reconsideration of the Bankruptcy Court Order described above shall have been filed, or if filed, such Order shall not have been stayed.

(d) Third-Party Consents. The Bankruptcy Court shall have entered an Order approving the assumption and assignment of those Contracts (if any) designated by Purchaser and included by Vendors in any motion filed pursuant to paragraph 6.3, and all necessary third-party and governmental consents shall have been obtained, other than those dealt with "in trust" pursuant to paragraph 6.2 or customarily obtained after Closing.

The foregoing conditions are inserted for the mutual benefit of the Vendors and the Purchaser and may be waived in whole or in part only if jointly waived by the Vendors and the Purchaser. If any of the foregoing conditions have not been fulfilled by the Closing or shall, prior to the Closing, have become incapable of fulfillment, either the Vendors or the Purchaser may terminate this Agreement by notice to the other to that effect, without prejudice however to

any right or remedy of the Vendors or the Purchaser with respect to a breach of any covenant in this Article or a failure to close the transaction contemplated hereby within the time frames set out herein.

SECTION 8 - CLOSING TRANSACTIONS

8.1 **Closing Date.** Closing shall occur as soon as reasonably practicable after the entry of the Order of the Bankruptcy Court approving the Purchase Agreement and the sale of the Purchased Assets as contemplated in paragraph 7.3(b), and in any event no later than June 30, 1997.

8.2 **Time and Place of Closing.** Closing shall be 10:00 a.m. (M.D.T.) on the Closing Date, or such other time as the Vendors and the Purchaser may agree upon in writing. The place for Closing shall be at such place as the Vendors and the Purchaser may agree upon in writing.

8.3 **Possession.** Subject to Closing occurring, the Purchaser shall be entitled to have possession of the Purchased Assets as of and from Closing. The parties agree to cooperate to achieve a swift but orderly transfer of control of the Purchased Assets after Closing.

8.4 **Vendors' Closing Documents.** At Closing, the Vendors will deliver the following to the Purchaser:

(a) all deeds, bills of sale, transfers and assignments which are necessary to assign or transfer each Vendor's interest (severally, and not jointly) in the Purchased Assets to the Purchaser as contemplated by this Agreement in such form as the parties may agree, acting reasonably, and including only a special warranty of such Vendor's title, limited to claims by, through, and under such Vendor and arising during the Jointly Administered Bankruptcy Cases;

(b) certified copies of resolutions of the directors and a special resolution of the shareholders, partners, members or liquidating agent, as the case may be, of each of the Vendors approving the sale of the Purchased Assets as contemplated by this Agreement and the execution and delivery of this Agreement and all documents required to be executed by such Vendor pursuant to this Agreement;

(c) a certificate dated the Closing Date of the Vendor or an authorized officer of each of the Vendors (as the case may be) certifying that, to the best of such person's knowledge, the representations and warranties made by

such Vendor in this Agreement are true and correct in all material respects as at Closing and that all covenants and agreements to be observed or performed by such Vendor on or before Closing pursuant to the terms of this Agreement have been duly observed and performed in all material respects, with particulars of any applicable exceptions.

8.5 **Purchaser's Closing Documents.** At the Closing the Purchaser will deliver:

(a) immediately available funds payable to the Vendors, or as the Vendors or the Bankruptcy Court may order or direct, in the aggregate amount of One Hundred Ten Million and 00/100 Dollars ($110,000,000.00);

(b) a certified copy of resolutions of the managers and members of the Purchaser approving the purchase of the Purchased Assets as contemplated by this Agreement and the execution and delivery of this Agreement and all documents required to be executed by the Purchaser pursuant to this Agreement;

(c) a certificate dated the Closing Date of an authorized officer of the Purchaser certifying that, to the best of the officer's knowledge, the representations and warranties made by the Purchaser in this Agreement are true and correct in all material respects as at the Closing and that the covenants and agreements to be observed or performed by the Purchaser on or before the Closing pursuant to the terms of this Agreement have been duly observed and performed in all material respects, with particulars of any applicable exceptions;

(d) a duly executed instrument of assumption of the Contracts and ownership of the Purchased Assets for all periods of time after the Closing, in mutually agreed form.

8.6 **Concurrent Delivery.** It shall be a condition of the Closing that all matters of payment and the execution and delivery of documents by each party to the other all pursuant to the terms of this Agreement shall be concurrent requirements and that nothing shall be complete at the Closing until everything required as a condition precedent to the Closing has been paid, executed and delivered.

8.7 **Delivery of Books and Records.** Immediately following the Closing, the Vendors shall deliver or make available to the Purchaser in the respective places where such documents are now located, the Books and Records relating to the Purchased Assets, together with the original Contracts which relate thereto to the

extent in the possession of the Vendors.

8.8 **Transfer.** Subject to compliance with the terms and conditions of this Agreement, the transfer of possession and ownership of the Purchased Assets shall be deemed to take effect as at 12:01 a.m. on the Closing Date. Subject only to the terms of this Agreement, and applicable law, Vendors shall be entitled to all the rights, and shall be subject to all of the duties and obligations of such ownership up to the Closing Date, and Buyer, upon completion of Closing, shall be entitled to all of the rights, and shall be subject to all of the duties and obligations, of such ownership from and after the Closing Date.

SECTION 9 - COST AND TAX ALLOCATIONS

Cost and Tax Allocations. The Vendors shall pay any and all federal and foreign Taxes associated with or resulting from the transactions contemplated hereby. Any state sales or use Taxes shall be borne by Purchaser. Any state or local transfer Taxes associated with or resulting from the transactions contemplated hereby shall be borne by Purchaser.

SECTION 10 - NON-SURVIVAL OF REPRESENTATION AND RECOURSE

10.1 **Survival.** None of the representations and warranties of the parties shall survive the Closing. Only the covenants (if any) of the parties concerning actions to be taken or cooperation to be rendered following the Closing shall survive Closing, and those shall survive Closing for a period of six months.

10.2 **Cooperation and Exchange of Information.** The Vendors and the Purchaser shall provide each other with such cooperation and information as any of them reasonably may request of the others in connection with the Purchased Assets including, without limitation, litigation matters, accounting matters, filing any tax return, determining a liability for Taxes or a right to a refund of Taxes or in conducting any audit or proceeding in respect of Taxes. Each party shall, upon written request from the other party, provide such factual information reasonably necessary for litigation matters, accounting matters, filing tax returns, tax planning, contesting any tax audit or for such other reasonable purposes.

Any information or copies thereof retained or acquired by the Vendors that relates to any of the Purchased Assets shall be maintained as confidential by the Vendors and shall not be used by the Vendors for any purpose that would be contrary to the interests of or competitive with the Purchaser or that would impair the value to the Purchaser of any of the Purchased Assets. Any such information shall cease to be confidential if such information has been publicly disseminated other than as a result of disclosure by

any of the Vendors or by their directors, officers, shareholders, owners, agents or representatives.

10.3 **Dispute Resolution.** Unless otherwise specifically set forth herein, for any dispute concerning the terms of this Agreement or a party's performance hereunder which the parties have failed to resolve by good faith negotiation, the following procedure shall apply:

(a) the dispute shall be submitted to the jurisdiction of the Bankruptcy Court for resolution; and

(b) if the Bankruptcy Court declines jurisdiction, then the dispute shall be resolved by any other court to which the parties have submitted pursuant to paragraph 1.7.

SECTION 11 - MISCELLANEOUS

11.1 **Notices.** Any notice, request, demand or communication required or permitted to be given under this Agreement shall be in writing and delivered by hand or facsimile transmission to the party to which it is to be given at the address stated in the preamble hereof, with copies to counsel as follows:

To CSI and EFMJV:

Joel Laufer
Attorney at Law
Prentice Plaza
8101 E. Prentice Avenue, Suite 808
Englewood, CO 80111

Attention: Joel Laufer
Facsimile No.: (303) 727-4319

To EFL and EFEX:

Holden & Jessop, P.C.
303 E. 17th Avenue, Suite 930
Denver, CO 80203-1264

Attention: James B. Holden
Facsimile No.: (303) 860-7233

To Benton:

Lindquist, Vennum & Christensen
600 17th Street, Suite 2125
Denver, CO 80202

Attention: Craig A. Christensen
Facsimile No.: (303) 573-1956

To NTC:

Rubner & Kutner, P.C.
303 E. 17th Avenue, Suite 500
Denver, CO 80203

Attention: Paul D. Rubner
Facsimile No.: (303) 832-1510

To the Purchaser:

OLB Restructuring Company, LLC
1701 Wynkoop Street, Suite 250
Denver, CO 80202

Attention: Steven T. Mulligan
Facsimile No.: (303) 446-0899

or to such other address as a party may specify by notice given in accordance with this Section. Any such notice, request, demand or communication given shall be deemed to have been given, in the case of delivery by hand, when delivered, and in the case of delivery by facsimile transmission, when a legible facsimile is received by the recipient if received before 5:00 p.m. on a Business Day or on the next Business Day if such facsimile is received on a day which is not a Business Day or after 5:00 p.m. on a Business Day.

11.2 **Further Assurances.** Each of the parties shall execute and deliver all such further documents and do such further acts and things as may be reasonably required from time to time to convey title to the Purchased Assets to the Purchaser or to otherwise give effect to this Agreement.

11.3 **Time is of the Essence.** Time shall be of the essence of this Agreement.

11.4 **Assignment.**

(a) Except with the written consent of the other party, neither the Vendors nor the Purchaser may assign any of their respective benefits, obligations or liabilities under or in respect of this Agreement, provided that, at any time prior to the Closing, the Purchaser may, without any such consent but subject to subparagraph (b), assign all or a portion of its rights and benefits under this Agreement to one or more nominees of the Purchaser which deliver to the Vendors an instrument in writing executed

under seal by such nominee or nominees confirming that they are bound by and shall perform all of the obligations of the Purchaser under the Agreement as if they were an original signatory thereto, jointly and severally bound thereby with the Purchaser, and such instrument in writing shall contain an acknowledgement under seal of the Purchaser that it continues to be bound by the Agreement. In the event of an assignment contemplated above, any reference in this Agreement to the "Purchaser" shall be deemed to include the assignee.

(b) Any assignment by Purchaser which in the reasonable good faith opinion of Vendors would subject Vendors, or any of them, to liabilities for Taxes or losses of Tax attributes that exceed the Tax liabilities or Tax attribute losses anticipated with respect to the transactions with Purchaser contemplated by this Agreement shall be void ab initio, and of no effect whatsoever, in the absence of Vendors' written consent.

11.5 **No Rights of Third Parties.** Other than the rights of parties under the assumption and assignment agreements to be executed by the Purchaser, nothing in this Agreement is intended or shall be construed to confer upon or give any person or entity any rights or remedies under or by reason of this Agreement or any transaction that this Agreement contemplates.

11.6 **Inurement; Counterpart and Telefacsimile Execution.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and any nominees of the Purchaser which is an assignee of the Purchaser as contemplated in paragraph 11.4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally effective as personal delivery of an executed counterpart of this Agreement, but the subsequent failure to personally deliver an executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CSI ENTERPRISES, INC.
Debtor-in-Possession

By: Donald J Carter, President

ENERGY FUELS, LTD.
Debtor-in-Possession

By: Energy Fuels Mining Joint Venture,
Debtor-in-Possession
Its: General Partner

By: First Concord Mining Corporation
Its: General Partner

By: Donald J Carter, President

ESTATE OF OREN L. BENTON
Debtor-in-Possession

Donald J Carter, Chief Operating Officer

ENERGY FUELS EXPLORATION COMPANY
Debtor-in-Possession

By: Donald J Carter, President

NUEXCO TRADING CORPORATION,
Debtor-in-Possession

By: _____, President

ENERGY FUELS MINING JOINT VENTURE
Debtor-in-Possession

By: First Concord Mining Corporation
Its: General Partner

By: _____, President

OLB RESTRUCTURING COMPANY, LLC

By: _____
Oren L. Benton, President

NUEXCO TRADING CORPORATION,
Debtor-in-Possession

By: _____

ENERGY FUELS MINING JOINT VENTURE
Debtor-in-Possession

By: First Concord Mining Corporation
Its: General Partner

By: _____

OLB RESTRUCTURING COMPANY, LLC

By: Oren L. Benton
Oren L. Benton, President

SCHEDULE A
PURCHASED ASSETS

- All ownership interests in Ramtron International Corporation held by Vendors, including:
  - 6,673,643 shares of Common Stock
  - Warrants to purchase 2,961,216 shares of Common Stock

- All ownership interests in Rio Narcea Gold Mines, Ltd. held by Vendors, including:
  - 12,566,250 Ordinary Shares
  - That certain Shareholders' Agreement dated March 16, 1994 between Oren L. Benton and Sart Securities Limited
  - That certain Shareholders' Agreement dated June 1, 1994 between Oren L. Benton and Hullas del Coto Cortes, S.A.

- All ownership interests in the Colorado Rockies held by Vendors, including:
  - All of Benton's limited partner interest of Colorado Rockies Baseball Club, Ltd.
  - 753 Shares of Common Stock in Colorado Baseball 1993, Inc.
  - 1,803 Shares of Common Stock in Colorado Baseball Management, Inc.

- All ownership interests in Carpenters Pacific Resources, Ltd. held by Vendors, including:
  - 30,144,682 Ordinary Shares
  - Options to Purchase 30,144,682 Ordinary Shares

- All ownership interests in Packaging Research Corporation held by Vendors, including:
  - 1,194,327 shares of Common Stock

SCHEDULE A
PURCHASED ASSETS

(Continued)

- All ownership interests in Phoenix Network, Inc. held by Vendors, including:
  - 104,133 shares of Common Stock
- All ownership interests in that certain Promissory Note dated November 19, 1993 in the face amount of $2,970,000.00 issued by Mama Rizzo's, Inc. to the order of Miriam Peterson.
- That certain real property with an address of 1450 Wynkoop Street, #6B, Denver, Colorado 80202, including contiguous units, together with all fixtures and other assets of any type whatsoever related to such real property (the Wynkoop Loft Condominium).
- All assets and property of any type whatsoever of Vendors that are listed on Vendors' Bankruptcy Schedules filed with the Bankruptcy Court, except those items included on Schedule B as Excluded Assets.
- All rights of the Vendors to receive economic consideration pursuant to that certain Settlement Agreement between Oren L. Benton, Benton Family Members, the Vendors, and the Committee (it being understood and agreed that the release provisions thereof shall in no way be affected).
- All rights of the Vendors to initiate avoidance actions under Sections 544-550 of the Bankruptcy Code against any party, except for those with which a Settlement Agreement has been executed prior to confirmation of the Plan of Reorganization.
- All rights of the Vendors to institute a lawsuit against any party for tortious action, except for those parties with which a Settlement Agreement has been executed prior to confirmation of the Plan of Reorganization.
- The amount of any payable owed from Benton to NTC which remains outstanding upon confirmation of the Plan of

SCHEDULE A
PURCHASED ASSETS

(Continued)

Reorganization and not satisfied by the Benton/NTC Settlement, it being understood and agreed that Purchaser shall not be entitled to any distribution from any of the Vendors on account thereof.

- All ownership interest, including debt or stock, held by Vendors of the entities set forth on the attachment and all debt held by Vendors in Affiliates of Vendors.

ATTACHMENT TO SCHEDULE A - PURCHASE ASSETS

1045 Anadarko Partners
Aartronics Corporation
Albuquerque Uranium Corporation
Benco Family Partnership, Ltd.
BSN Telecom Company
Centurion Nuclear, Inc.
Concord International Mining and Management Corporation
Concord Minera Asturiana, S.A. (Spain)
Concord Professionals, Inc.
Concord Resources, Ltd. (H.K.)
Concord Resources, Ltd. (U.K.)
Concord Resources CIS, Ltd.
Concord Resources Pty., Ltd. (AUS)
Concord Trading Corporation
Concord-Centurion Finance, Ltd.
Concord-Nuexco International Corporation
CTC Powders, Inc.
E.F. Reclamation, Inc.
EFT Energy Fuels Trading AG (SW)
Energy Fuels Nuclear, Inc.
Energy Fuels Transportation Company
First Concord Data Services, Inc.
First Concord Finance Partnership 1991-1, Ltd.
First Concord Materials, Inc.
First Concord Mining Corporation
First Concord Mortgage Corporation
First Concord Properties, Inc.
First Concord Technical Services, Inc.
Global Alliance Pty. Limited (AUS)
Intercontinental Energy Corporation ESOT
JRA Sports, Ltd.
JRN, Inc.
NTD, Inc.
Nuclear Developers, Ltd.
NUEXCO
Nuexco Asis, Ltd. (H.K.)
Nuexco Europe, Ltd. (U.K.)
Nuexco International Corporation
O.L.B., Inc.
Otavalo Trust (Chanel Islands)
Pinal Gypsum Corporation
Pine Meadows Finance, Inc.
Pinemeadows, Ltd.
Premier Management, Ltd.
Rask Barnes Sheep Company
Raton Technology Corporaiton
Red Ledge Minerals, Inc.
Skyline Holdings, Inc.
URI Partners 1994-1, Ltd.
URI Partners 1994-2, Ltd.
URI Partners 1994-3, Ltd.
URI Partners 1994-4, Ltd.
URI Partners, 1994-5, Ltd.
URI Partners, 1994-6, Ltd.
Village Properties, Limited (Chanel Islands)
WBR Partnership

SCHEDULE B

EXCLUDED ASSETS

- All ownership interest, including debt or stock, of the following entities held by Vendors or Affiliates of Vendors:

  Argonuexco Joint Venture
  Arizona I Partners, Limited Partnership
  Arizona Strip Partners, L.P.
  Cheyenne River Partners, L.P.
  CSI Enterprises, Inc.
  Energy Fuels, Ltd.
  Energy Fuels Exploration Company
  Energy Fuels Mining Joint Venture
  Globe Nuclear Services & Supply GNSS, Ltd. (SW)
  Gurvan Saihan, BBHK (Mongolia)
  Hanksville-Blanding Limited Partnership
  Kanab North Partners, Limited Partnership
  Nuexco Exchange Ag (SW)
  Nuexco Trading Corporation
  Nuexco Transportation & Services Company
  Paradox Basin Joint Venture
  Pathfinder/asp Joint Venture
  Professional Bank
  First Concord Communications, Inc.
  CLC Holdings Corporation

- All cash funds held at Closing by Vendors or Affiliates of Vendors (including escrowed amounts).

- Promissory Notes made by one Vendor and payable to another Vendor or Affiliate with respect to borrowings in the Jointly Administered Bankruptcy Cases pursuant to Section 364 of the Bankruptcy Code.

- Any assets or property of any type whatsoever that is deemed to have been transferred pursuant to that certain Asset Purchase Agreement between EFL, EFEX, EFN and International Uranium Holdings Corporation.

- All cash funds to be received by the Vendors pursuant to a Settlement Agreement that has been executed prior to confirmation of the Plan of Reorganization, except for that certain Settlement Agreement between Oren L. Benton, Benton Family Members, the Vendors and the Committee.

SCHEDULE C
PERMITTED ENCUMBRANCES

Encumbrances of any type whatsoever currently existing and related to the Colorado Rockies Baseball Club, Ltd., and related entities, the National League of Professional Baseball Clubs, and the Major League Agreement between the American League of Baseball and the National League of Professional Baseball Clubs.

The SART Voting Agreement and the HCC Shareholder Agreement related to Rio Narcea Gold Mines, Ltd.

The escrow agreement with the Toronto Stock Exchange involving Rio Narcea Gold Mines, Ltd.

Any rights of any party pursuant to a Settlement Agreement between the parties thereto as filed with the Disclosure Statement as amended to participation in any proceeds of sale of an asset within the Purchased Assets.

- All ownership interests, including debt or stock, of the following entities held by Vendors:

1045 Anadarko Partners
Aartronics Corporation
Albuquerque Uranium Corporation
Benco Family Partnership, Ltd.
BSN Telecom Company
Centurion Nuclear, Inc.
Concord International Mining and Management Corporation
Concord Minera Asturiana, S.A. (Spain)
Concord Professionals, Inc.
Concord Resources, Ltd. (H.K.)
Concord Resources, Ltd. (U.K.)
Concord Resources CIS, Ltd.
Concord Resources Pty., Ltd. (AUS)
Concord Trading Corporation
Concord-Centurion Finance, Ltd.
Concord-Nuexco International Corporation
CTC Powders, Inc.
E.F. Reclamation, Inc.
EFT Energy Fuels Trading AG (SW)
Energy Fuels Nuclear, Inc.
Energy Fuels Transportation Company
First Concord Data Services, Inc.
First Concord Finance Partnership 1991-1, Ltd.
First Concord Materials, Inc.
First Concord Mining Corporation
First Concord Mortgage Corporation
First Concord Properties, Inc.
First Concord Technical Services, Inc.
Global Alliance Pty. Limited (AUS)
Intercontinental Energy Corporation ESOT
JRA Sports, Ltd.
JRN, Inc.
NTD, Inc.
Nuclear Developers, Ltd.
NUEXCO
Nuexco Asis, Ltd. (H.K.)
Nuexco Europe, Ltd. (U.K.)
Nuexco International Corporation
O.L.B., Inc.
Otavalo Trust (Chanel Islands)
Pinal Gypsum Corporation
Pine Meadows Finance, Inc.
Pinemeadows, Ltd.
Premier Management, Ltd.
Rask Barnes Sheep Company
Raton Technology Corporaiton
Red Ledge Minerals, Inc.
Skyline Holdings, Inc.
URI Partners 1994-1, Ltd.
URI Partners 1994-2, Ltd.
URI Partners 1994-3, Ltd.
URI Partners 1994-4, Ltd.
URI Partners, 1994-5, Ltd.
URI Partners, 1994-6, Ltd.
Village Properties, Limited (Chanel Islands)
WBR Partnership

- By reason of acquiring the direct ownership interests described immediately above, the following indirect ownership interests are included:

Interests held indirectly:	By:
Africa Game Farms Pty. Ltd. (S.A.)	Welgevonden, Limited
Ashburton Holdings Limited (B.V.I.)	Otavalo Trust
Balearic, Limited (B.V.I.)	Ashburton Holdings Limited
Benco Family Partnership	OLB 84-1 Trust
Beryllium Materials International, LLC	First Concord Materials, Inc.
Centurion Finance Corporation	Centurion Investment Company
Centurion Investment Company	Concord-Centurion Finance, Ltd
	JRA Enterprises, Ltd.
Charles I. Brown, Ltd.	Concord-Centurion Finance, Ltd
Citation Investment Company	Routt County Fuel Company
CNI Development Venture	Centurion Nuclear, Inc.
	Nuclear Developers, Ltd.
Concord Resources China, Ltd. (H.K.)	Concord Resources, Ltd. (H.K.)
Concord Resources Pty., Ltd. (S.A.)	Ashburton Holdings, Ltd. (S.A.)
Concord Centurion Finance, Ltd.	First Concord Finance Partnership
CTC Foods, Inc.	Premier Management, Ltd.
CTC Foods/Dimitrov Joint Venture	CTC Foods, Inc.
CTC Foods/Pushchino Joint Venture	CTC Foods, Inc.
CTC Foods/Sever Joint Venture	CTC Foods, Inc.
Diamond Six D Ranches, Inc.	Benco Family Partnership
Diamond Thoroughbreds, Inc.	Benco Family Partnership
D.E.M. Enterprises of Colorado, Inc.	Premier Management, Ltd.
E.F. Uranium Group, Inc.	JRA Enterprises, Ltd.
First Concord Finance Partnership	O.L.B., Inc.
First Global Pty., Ltd. (AUS)	Global Alliance Pty., Ltd. (AUS)
Gas Hills Leasing Company	Charles I. Brown, Ltd.
Intercontinental Energy Corporation	Intercontinental Energy Corp. ESOT
JRA Enterprises, Ltd.	Concord-Centurion Finance, Ltd.
	Centurion Investment Company
Nuclear Developers, Ltd.	Citation Investment Company
	Centurion Finance Corporation
	Routt County Fuel Company
Nuclear Trading and Development, Ltd.	NTD, Inc.
Nulaze Russia	Concord Trading Corporation
Pinemeadows, Ltd.	Pine Meadows Finance, Inc.
Premier Management, Ltd.	O.L.B., Inc.
	Benco Family Partnership
Routt County Development, Ltd.	Concord-Centurion Finance, Ltd.
	Routt County Fuel Company, Ltd.
	Citation Investment Company
Routt County Fuel Company	Concord-Centurion Finance, Ltd.
	Centurion Investment Company
Skyline Partners 1993, Ltd.	Skyline Holdings, Inc.
Stolar, Inc.	Premier Management, Ltd.
Travelsphere Pty., Limited (AUS)	Concord Resources Pty. Ltd. (AUS)
Troublesome Valley Ranch	Diamond Six D Ranches, Inc.
Ulpack (Russia)	Concord Trading Corporation
URI Partners 1994-1, Ltd.	Concord Int'l Mining and Mgmt. Corp.
URI Partners 1994-2, Ltd.	Concord Int'l Mining and Mgmt. Corp.
URI Partners 1994-3, Ltd.	Concord Int'l Mining and Mgmt. Corp.
URI Partners 1994-4, Ltd.	Concord Int'l Mining and Mgmt. Corp.
URI Partners 1994-5, Ltd.	Concord Int'l Mining and Mgmt. Corp.
URI Partners 1994-6, Ltd.	Concord Int'l Mining and Mgmt. Corp.
Welgevonden, Ltd. (B.V.I.)	Otavalo Trust